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CATV Transport (B.C. only)

ITEM
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Service Description

1. This service enables the Customer to utilize one bi-directional cable television broadband transmission facility (“CATV Transport”) between the Company’s Central Office in Whistler and the Company’s Central Office in Pemberton. F |
2. Under this service, the Customer provides and places outside coaxial cable to the Meet Point, and provides sufficient additional outside coaxial cable to allow the Company to place the coaxial cable from the Meet Point to the Frame. The coaxial cable continues to belong to the Customer. |

Definitions

For the purposes of this Tariff Item:

“*Contract Period*” means the term for the provision of CATV Transport provided for in this Tariff Item and the Special Facilities Agreement.

“*Frame*” means the location in the Company’s Premises at which the Company’s inside cable is connected to the outside coaxial cable provided by the Customer. |

“*Meet Point*” means, in regard to the Company’s Central Office in Whistler, the manhole nearest to the Central Office and, in regard to the Company’s Central Office in Pemberton, the manhole nearest to the Central Office. |

“*Point of Termination/Demarcation*” means the point of connection in the Company’s premises where a Company-provided cable on the Company network side interconnects with the Customer’s outside coaxial cable. |

“*Special Facilities Agreement*” means the agreement titled “Special Facilities Agreement” between the Customer and the Company regarding the arrangement relating to CATV Transport entered into pursuant to this Tariff Item. |

“*The Company’s Premises*” means the Company’s Central Office in Whistler or the Company’s Central Office in Pemberton. |

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Conditions of Service

1. CATV Transport is provided under the terms and conditions in this Tariff Item and in the Special Facilities Agreement.
2. The Contract Period is two (2) years. C
3. CATV Transport will allow the Customer to:
 - a. transmit a signal in the 50 to 800 megahertz bandwidth range from Whistler to Pemberton; and
 - b. transmit a signal in the 0 to 50 megahertz bandwidth range from Pemberton to Whistler.

The Customer shall utilize CATV Transport to transmit cable television signals and for no other purpose whatsoever.

4. The term for the provision of the services shall commence on the date specified by the CRTC and shall continue, subject to earlier termination, for the Contract Period.

Unless:

- a. the Company receives written notice from the Customer; or
- b. the Customer receives written notice from the Company;

to terminate the service effective the expiration of the Contract Period at least thirty (30) days prior to the expiration of the Contract Period, the Company shall continue to provide the service on a month to month basis at the same rates, charges and fees and on the same terms and conditions until the earlier of:

- c. the Customer receives at least thirty (30) days' prior written notice from the Company to terminate the service; or
 - d. the service is otherwise terminated in accordance with the Company's Tariffs or as provided for in the Special Facilities Agreement.
5. The Customer's interface with the Company facilities, equipment or the Company's network shall comply with TCBC General Tariff (CRTC 1005), Item 200, Terminal Attachment Program.
 6. The Customer is responsible for the provision, installation and maintenance of coaxial cable from its point of presence or other location to the Meet Point.

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Conditions of Service - Continued

7. The Customer is responsible for providing sufficient additional coaxial cable to allow the Company to place the coaxial cable from the Meet Point to the Frame. F
8. The Company shall connect the coaxial cable provided by the Customer with the Company's inside cable at the Frame. The Company is responsible for completing the physical connection between the Customer's coaxial cable with the Company's inside cable at the Point of Termination/Demarcation. |
9. The Customer has overall responsibility for monitoring the performance of all facilities and equipment on the Customer's side of the Point of Termination/Demarcation. The Company does not assume responsibility for the design, engineering, testing, or performance of the end-to-end service operated or offered by the Customer. |
10. Notwithstanding any other provision in the Company's Tariffs, including this Tariff Item, the Customer shall: |
 - a. indemnify and hold harmless the Company from and against; |
 - b. be liable to the Company for; |

any and all losses, costs, charges, damages and expenses whatsoever (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the Company, including costs as between a solicitor and his own client) which the Company may sustain, pay or incur, as a result of, arising out of, or in connection with: |
 - c. the use or misuse by the Customer of CATV Transport; |
 - d. any breach, violation or non-performance of any condition, covenant, obligation, representation or warranty on the part of the Customer pursuant to this Tariff Item or the Special Facilities Agreement, or any act or omission of the Customer in connection with the performance of its obligations under this Tariff Item; |
 - e. any acts or omissions of the Customer in connection with the presence, installation, use, operation or maintenance of any facilities or equipment of the Customer; |

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Conditions of Service – Continued

- f. any disruption in service provided by the Company to any other party as a result of, arising out of, or in connection with the presence, installation, use, operation or maintenance of any facilities or equipment of the Customer; or
 - g. any act or omission of the Customer in furnishing or providing of service by the Customer to the Customer’s customers, or any service interruption, failure or impairment.
11. In no event will the Company be liable to the Customer or any party claiming through or under the Customer for any claim for lost profits, lost revenue, failure to realize expected savings, loss or use or any other commercial or economic loss of any kind, or any punitive, exemplary, indirect, incidental, consequential or special damages, or any third party claims arising out of the use by the Customer of any service provided by the Company under this Tariff Item.
12. The CATV Transport is not protected. A single failure in the equipment or facilities provided by the Company as part of the CATV Transport will result in a failure of the CATV Transport.
13. If this arrangement is terminated prior to the expiration of the Contract Period by the Customer or by the Company for cause as provided for in the Special Facilities Agreement, the Customer shall pay to the Company 50% of the remaining monthly charges for the unexpired portion of the Contract Period.

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Rates

The Customer shall pay to the Company the following rates and charges for CATV Transport. Such rates and charges are in addition to any other rates and charges that may be applicable.

Service Item	Monthly Rate	Service Charge
CATV Transport	\$5,163.25	N/A Facility in place

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